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ABSTRACT

This booklet provides step-by-step advice for New Jersey school administrators on the organization of bargaining units and on negotiation. The section covering organizing reviews briefly the rights of school employee associations to negotiate, the values of collective negotiation, and the specific requirements and procedures involved in establishing a recognized bargaining unit. Information on preparing for negotiations is presented next, describing forms that must be filed, the composition of negotiating teams, the kinds of data that must be gathered and methods for gathering and developing them, and the importance of background information on the district's negotiating history and the attitudes of local school board members. The booklet then discusses specific contract items, including unit membership, negotiation procedure, grievance procedure, employee and association rights, communication between the association and the district, staffing, evaluation, leaves and vacations, hiring and transfers, school calendars, curriculum determination, professional development, insurance and safety, salary deductions, and other factors. Ground rules for negotiation are outlined next. A discussion of impasse procedures concludes the text, covering mediation, fact-finding, arbitration, and claims of unfair labor practices. The booklet also contains a glossary of bargaining terms and samples of forms and documents. (PGD)

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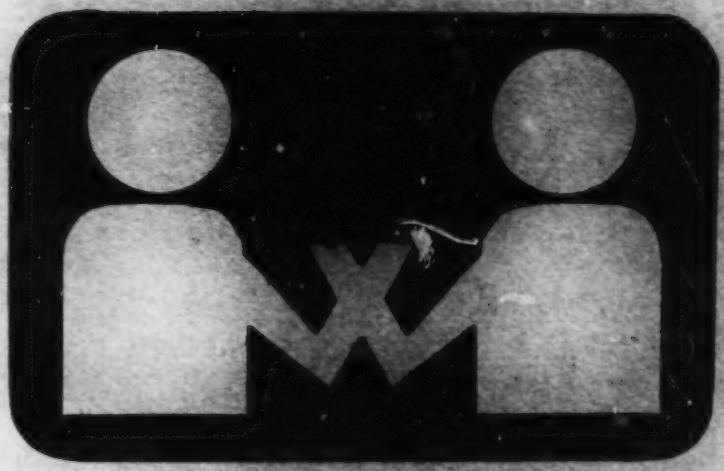

PSA

New Jersey Principals and Supervisors Association

EA 015 158

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FOREWORD

As the Principals and Supervisors Association continues to grow and to expand its sphere of influence, we are also constantly striving to improve services to our membership. In this day and age when many of the things in which we believe, such as tenure, seniority, and the right to bargain seem constantly under attack, it becomes increasingly important that we provide more leadership and guidance to new and existing bargaining units.

To this end this booklet has been prepared to assist with the formation of local associations, organization of bargaining units, and preparation for negotiations.

Increasingly, principals, and supervisors are finding that the improvement of their status, welfare, and security in their positions will result primarily through negotiations.

Their success in this "new" art form will depend upon quickly acquired sophistication as they experience negotiations, and their readiness to make wise use of suggestions offered by those who are experienced in negotiations.

This primer affords an overview of the negotations process for local organizations of principals and supervisors and serves as a step-by-step guide from the initial phase of organization to impasse resolution.

It is not intended to supplant the expertise of PSA field representatives whose frequent experience at the bargaining table and continuing reference to PERC decisions and changes in the law make their services invaluable in an area no longer safe for lay persons. Used wisely, it should assist in developing an attitude and framework which is basic to achieving success in the collective bargaining arena.

ACKNOWLEDGEMENTS

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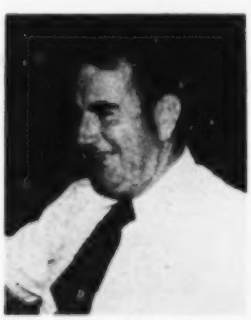
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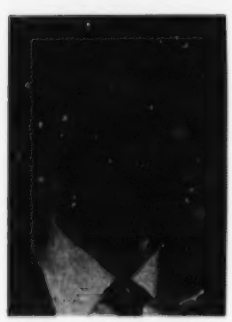
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ORGANIZING PROCEDURE – Every New Jersey board of education is required by law (see appendix D) to negotiate with representatives of its employees on the terms and conditions of employment and on grievance procedures. Furthermore, the board of education may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed to them under the law; dominate or interfere in the formation, existence, or administration of the employees' organization; discharge or discriminate against an employee because he is in any way a party to the unit's organization; or refuse to sign an agreement negotiated with the unit.

Critical to the negotiations process is the presenting of a united front accomplished best when there is consensus on issues and a comfortable association of members within the organized unit.

It is important, therefore, that, in organizing their local association and bargaining unit, administrators and supervisors weigh the benefits likely to ensue from negotiations by a single unit against those by separate units. Principally, members of a unit should have those common responsibilities which are contained in the definition of supervisory employees utilized by PERC. These include interviewing, evaluating, and disciplining of teaching personnel, and responsibility for budget construction.

1.1 - **MEMBERSHIP** - The membership should be composed of all administrative and supervisory titles in the school district excluding superintendents, assistant superintendents, business officials, and any other personnel classified as "confidential employees" by the Board of Education.

1.2 - **INDIVIDUAL AUTHORIZATION AND DESIGNATION CARDS** - (see Appendix A for sample card) - Secure properly signed and dated cards from a majority of administrators and/or supervisors eligible for association membership.

1.3 - **INFORM THE SUPERINTENDENT OF SCHOOLS** - Unless conditions prohibit it, notify the superintendent of schools informally of the group's intention to organize a bargaining unit and attempt to secure his support.

1.4 - **NOTARIZED STATEMENT** - (see Appendix B for sample statement) - Prepare the Individual Authorization and Designation Cards Notarized Statement as soon as more than 50 percent of the district's eligible administrators and/or supervisors have properly completed their cards. Have a Notary Public examine, sign, and affix his seal to the Statement.

1.5 - **CONSTITUTION AND BY-LAWS** - (see Appendix C for sample constitution) - You may utilize the sample constitution as a guide to developing your own document. Incorporation is strongly advised per N.J.S.A. 15:1 et. seq.:

> "Any . . . association . . . may form a corporation for any lawful purpose other than for pecuniary profit upon making, recording, and filing a certificate of incorporation in writing . . . . "

Members of an incorporated association are protected against legal and financial liability in the event of an accident or injury incurred during an association-sponsored event by having their liability limited solely to the assets of the corporation.

1.6 - **CHAPTER 123, PUBLIC LAWS OF 1974** - (see Appendix D for abridged copy) - Provide each association member with a copy of the attachment and become familiar with its provisions.

1.7 - **LETTER TO BOARD OF EDUCATION** - (see Appendix E for sample letter) - Send a letter to the Secretary of the Board of Education with a copy to the Superintendent, requesting recognition as the sole bargaining agent for eligible administrative and supervisory personnel. Recognition is a privilege guaranteed by law.

1.8 - **FOLLOW-UP LETTER** - (see Appendix F for sample letter) - Send a second letter if no response is received from the Board of Education after a reasonable period of time. (Allow at least one board meeting to intervene).

1.8-1 - **CONTACT PSA** - Contact the PSA office if the Board response is unfavorable or if there is none. It may be necessary to propose and file a petition for a representation election with the Public Employment Relations Commission.

1.8-2 - **UNFAIR LABOR PRACTICES** - Record any evidence of intimidation - i.e.: threats, coercion, discrimination in assignments - directed toward association members as a result of organization or negotiations. These may constitute grounds for unfair labor practice charges which are filed with the Director of Unfair Practices.

1.9 - **BOARD OF EDUCATION APPROVAL** - The Board must formally recognize the bargaining unit at a public meeting. Upon receipt of notification of recognition, request a meeting with the Board of Education, offering several dates. Be prepared to discuss your proposal for a written agreement. In the event that the Board of Education fails to act upon your request for recognition, a Representation Petition must be filed with PERC (PSA attorneys should be contacted for assistance in filing this petition). This is a service of PSA (See appendix G for sample petition)

1.10 - **ADVICE AND ASSISTANCE** - Contact PSA for any help needed to secure formal recognition or with the negotiations process. This organization exists solely for the benefit of its members and is ready to offer the immediate assistance of trained, experienced staff members and field representatives beginning with the formation of the local organization through the final steps of negotiations.

PREPARING FOR NEGOTIATIONS (HOMEWORK) - Even a trained, experienced negotiator can be nonplussed when given an assignment for which there has been little preparation by the local unit; therefore, early and thorough planning is imperative.

While awaiting recognition, the unit should form the negotiating committee, and secure copies of the Statewide Salary Survey and the Model Agreement for Supervisory Personnel from the PSA office. Appropriate contract language is the cornerstone of any good agreement. Familiarity with relative statistics and facts aids in estimating an area of fair settlement and is also essential in repelling reasonable Board arguments.

This most critical negotiations period requires that a unit does its homework thoroughly. The recommendations obtained from the membership must be refined to a workable number of reasonable and attainable priorities and a full comparison of salaries and benefits must be made to offer a fact and evidence-fortified based from which to argue. It is strongly advised that the assignment of a PSA field representative to serve as the unit's chief negotiator be requested to ensure the development of a viable package to present to the Board of Education.

2.1 - Annually, a "Notice of Intention to Commence Negotiations" form must be filed with PERC and the local Board of Education 120 days prior to presentation of the budget to the voters. (See appendix H to sample form)

2.2 - Select four or five persons to serve on the negotiating team.

2.2-1 - Their leader should be articulate, forceful, even-tempered, patient, and one who can be expected to become completely aware of the elements of the contract proposal.

2.2-2 - The negotiating team should be equally representative of all elements of the unit to allow consideration of the special concerns of sub-groups and to offer familarity with all aspects of the district's program. All potential areas of conflict must be resolved by the committee before going to the table.

2.2-3 - A team member who can quickly provide honest, forthright figures should serve as statistician. The credibility of the team's computations, once established, may be expected to become a strong, positive factor in subsequent negotiations.

2.3 - Data-gathering should begin immediately. (Maintain all data in a loose-leaf notebook to allow easy updating).

2.3-1 - Obtain suggestions for contract items from the unit's members and hold meetings as necessary to discuss their merits. A full airing is advised to encourage membership support for the final package.

2.3-2 - Seek the Board's agreement on the selection of approximately 15 districts, comparable socio-economically and in size, to be surveyed, as to salary, fringe benefits, and working conditions, and to be utilized as a standard reference point in all future negotiations.

2.3-3 - List the principals and supervisors by category and level with the salary of each person.

2.3-4 - Record the annual salary increases received by the principals and supervisors and the total cost per year during the previous five years.

2.3-5 - Record the fringe benefits received during the same period and the estimated cost of each.

2.3-6 - Record any improvements in working conditions during the same period and the estimated cost of each.

2.3-7 - Apply the appropriate cost-of-living factor to 3-4-5 above.

2.4 - Design the initial contract package with the guidance of a field representative. The wisdom of employing a trained negotiator cannot be overly stressed. His prior collective bargaining experience and knowledge of the practical and legal impact of contractual topics provide him with the bargaining table generalship that the once-a-year warrior cannot have.

2.5 - "Cost out" the package in light of the district's total circumstances.

2.5-1 - **WAGE INCREASE**

Year 1 - Average annual salary X % increase X number of employees = Per Annum Cost

Year 2 - New average annual salary X % increase X number of employees = Per Annum Cost

2.5-2 - **MEDICAL INSURANCE**

Monthly insurance cost X months per year X number of employees = Per Annum Cost

2.5-3 - **SICK LEAVE**

Average daily rate per employee X number of sick days used X number of employees = Per Annum Cost

2.6 - Become familiar with all PERC and court decisions related to the demands of this contract.

2.7 - Become familiar with the negotiations record of the Board.

2.7-1 - A management-slanted Board might require business-related examples (i.e. - the number of persons evaluated by a manager) while a labor-inclined Board might require other comparisons of data.

2.7-2 - Review arguments used previously by the Board when reacting to similar contract items.

2.7-3 - Become acquainted with the backgrounds of the Board members who will sit across the table. Their attitudes toward the district's educational program, and their regard for administrators and supervisors as educators and as part of the "management team" can have an important bearing on negotiating strategy.

ITEMS FOR CONSIDERATION IN CONTRACT PROPOSALS - The list of items that follows is extensive and is intended to cover many areas of negotiations that a local unit should know. It is not proposed that each contract include all of these items. Instead, the needs of the unit should be identified and translated to meaningful pact proposals by including only those items of real concern, such as recognition of the unit, the in-school work year, and the duration of the agreement.

As stated previously, experienced PSA field representatives are available to aid in the preparation of a realistic and representative contract.

I - **MEMBERSHIP**

A. **Unit Membership** - The official unit name and the list of supervisory titles to be covered by the contract.

B. **Definitions** - All terms crucial to the interpretation of the contract.

II - **NEGOTIATION PROCEDURE**

A. **Deadline Dates** - The dates of the beginning of negotiations and the exchange of proposals.

B. **Negotiation Team Authority**

C. **Maintenance of Current Benefits**

D. **Modification** - The effective period of the contract during which time no change will be made without the written agreement of both parties.

III - **GRIEVANCE PROCEDURE**

A. **Definition of Grievance**

B. **Purpose**

C. **Procedure**

1. **Filing a grievance** - time limit
2. **Failure to Communicate a Decision** - Requirements re: acceptance and appeal within specified time periods.
3. **Informal Attempt to Resolve a Complaint**
4. **Level One - Immediate Superior** - Specifications and time period.
5. **Level Two - Superintendent of Schools** - Time periods.
6. **Level Three - Board of Education** - Time period.

7. **Level Four - Arbitration** - Type - advisory or binding. Sharing of costs.
8. **Right to Representation** - Position of the Association and a "No Reprisals" clause.
9. **Separate Grievance File**
10. **Meetings and Hearings** - Stipulated privacy.

IV - **SUPERVISORY EMPLOYEE RIGHTS**

A. **Rights and Protection in Representation** - Provided under Chapter 123, Publication of 1974 and other laws and the Constitutions of the State and U.S.

B. **Statutory Savings Clause**

C. **Just Cause Provision**

D. **Required Meetings or Hearings**

E. **Criticism of Supervisory Employees**

V - **ASSOCIATION RIGHTS AND PRIVILEGES**

A. **Information**

B. **Released Time for Meetings**

C. **Use of School Buildings**

D. **Use of School Equipment**

E. **Exclusive Rights Granted to the Association**

VI - **ASSOCIATION-ADMINISTRATION LIAISON**

A. **Organization** - Provides for communication on school-related matters.

B. **Meetings with the Superintendent**

VII - **ADMINISTRATIVE STAFFING** - Establishes maximum administrators/pupil ratio.

VIII - **EVALUATION**

A. **Right to Full Knowledge**

B. **Frequency of Review** - The number and dates of evaluations.

C. **Evaluation Procedures**

1. **Copies of Reports**
2. **Right of Employee to Respond**
3. **Notice of Contract Renewal**

IX - **LEAVES OF ABSENCE**

A. **Sick Leave**

1. **Accumulative**
2. **Retirement or Termination of Employment**
3. **Extended Illness**

B. **Temporary Leaves of Absence** - Death in family, funerals, personal, legal, professional conferences.

C. **Extended Leaves of Absence**
1. **Maternity** - Including natural birth, adoption, and paternal leaves.
2. **Illness in Family**
3. **Political** - For campaign and service leaves
4. **Good Cause**
5. **Continuation of Benefits While on Leave**
6. **Return From Leave** - Regarding salary and benefits
7. **Extensions and Renewals**

X - **SABBATICAL LEAVE** - The number to be granted and the procedure.

XI - **VACATION**

A. **Time Allotted**

B. **Banking Time** - Maximum days for accrual.

C. **Legal Holidays**

D. **Separation From Service** - Regarding death, resignation, or retirement and payment for vacation days.

XII - **ADMINISTRATIVE VACANCIES**

A. **Notice**

B. **Implementation** - Advertising and seniority

C. **Timing for Decision**

XIII - **SCHOOL CALENDAR** - Input from the Association

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C. **Procedure for Processing Transfer Requests**

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A. **Initiating Proposals**

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A. **Professional Dues** - Payment by the Board of Education

B. **Reimbursement of Tuition, Fees, and Books**

XVII - **INSURANCE PROTECTION**

A. **Full Health Care Coverage**

B. **Retirement Coverage**

C. **Description to Employees**

D. **Washington National**

E. **Life Insurance**

F. **Annual Examination** - Payment by the Board of Education

XVIII- **PROTECTION OF EMPLOYEES AND PROPERTY**

A. **Unsafe and Hazardous Conditions**

B. **Procedures for Emergency Conditions**

C. **Assault** - Including provision for legal assistance, leave, reimbursement for personal damage, medical coverage, and Workmen's Compensation.

XIX- **DEDUCTIONS FROM SALARY**

A. **Association Payroll Dues Deduction**

B. **Local, State, and National Services**

C. **Tax Sheltered Annuity**

XX - **MISCELLANEOUS PROVISIONS**

A. **Selection of Personnel**

B. **Selection of Superintendents**

C. **Protection Against Infringement Upon Contract**

D. **Participation on Policy Making**

E. **Use of Automobile**

F. **Involuntary Reduction of Personnel**

G. **Administrative Reorganization**

H. **Printing and Distribution of the Agreement**

I. **Notices** - Addresses of the Association and Board of Education to which notices will be sent.

XXI- **LEGALITY OF AGREEMENT** - Section to which the signatures of both parties are affixed. (See Model Agreement for Supervisory Personnel for details)

GROUND RULES FOR NEGOTIATIONS - The purpose of negotiations is to reach agreement and not to engage in verbal combat or formal debate. A negative attitude can obstruct the development of a sound agreement and prevent workable solutions to problems involving the negotiating unit and the Board.

The establishment of ground rules for negotiation can serve to avoid most confrontation or argument. These should be agreed upon, be in written form, and signed by both parties before actual negotiating begins.

4.1 - The time for starting and concluding negotiations should be agreed upon at each session. The frequency of meetings and a target-deadline might also be considered.

4.2 - Negotiations should be conducted in private. Matters discussed across the table should not be reported to the press or other media as long as the negotiations have been conducted in "good faith" and there is no impasse. The restriction on public discussion would not apply in the event of an impasse.

4.3 - Agreement upon issues at the table should be considered tentative pending ratification by both parties of the entire package. It is important that, as tentative or final agreement is reached on each provision of the contract, it should be rewritten and initialed by both parties to prevent a "loss of memory."

4.4 - No new contract proposals should be added after the end of the second negotiations session. This does not preclude the modification of original demands during the course of negotiation.

4.5 - Both parties should maintain the right to caucus at any time.

4.6 - One team member should be assigned to define terms or to identify those that may be difficult to interpret later.

4.7 - Both parties should agree not to change the ground rules for negotiations except upon mutual consent.

4.8 - A joint statement may be issued to the news media upon settlement of the contract.

AT-THE-TABLE PROCEDURE - Negotiation is not ritually accomplished. It is an intricate and diverse procedure that is affected by the degree of mutual respect evident at the table, the depth of knowledge and skill displayed by the negotiations, and the level of conviction with which proposals are presented and defended.

As with any art, experience is essential in the development of expertise requisite to successful negotiation. There are, however, universally agreed upon "do's" and "don't" with which the unit should become familiar and which should be reviewed frequently during the negotiations.

5.1 - The negotiating team should agree that there will be only one spokesperson at the table. He/she may call upon the members for contributions to the discussion or ask for their opinion; however, team members should express their views only in caucus.

5.2 - The other party should be treated fairly, and fairness should be expected in return.

5.3 - A climate of trust established during this period of negotiations is likely to prevail during those in the future; therefore, issues should not be misrepresented.

5.4 - Remember that negotiations is a "bargaining process." Your counterpart is aware of this and will probably not reveal his/her "hand" at first. React accordingly and leave sufficient latitude for negotiation. Concede a point to gain a concession.

5.5 - Make the other party aware of your conviction of key issues - don't vacillate. Any sign of a lack of confidence in the acceptability of a key proposal will probably cause it to be rejected.

5.6 - Settle the easier items first. It is generally felt that the avoidance of early controversy sets a tone for later sessions that relieves some of the pressure associated with action on tougher issues.

5.7 - Support statements on issues with data and reasons. The burden of porof is on the unit; although, the Board should be expected to explain its rejection of any proposal.

5.8 - Insist that agreement on an issue should be in writing and initialed by both parties to avoid a change of mind or a lapse of memory.

5.9 - Maintain a calm attitude even if the sessions become heated. Keep the pitch of the voice down, avoid reacting in anger, and recognize that the other party's "showmanship" will succumb to the patience of the negotiator who is in control of himself.

5.10 - Avoid impasses. While other items are being negotiated, the deadlocked issue might be studied by a team member from each side to seek an alternative solution.

5.11 - Examine the agreement from every angle and understand the language of the contract before signing it.

5.12 - Avoid discussing issues away from the bargaining table until all issues are settled. At the close of negotiations, be generous in thanking members of the unit and the Board who developed the contract.

IMPASSE PROCEDURE - When both parties will not be moved from the rejection or affirmation of key contract proposals, there is the likelihood of an impasse - the failure of both parties to resolve a bargaining dispute through direct negotiations. Experience, alone will enable negotiators to recognize when there will be no further "give-and-take". It is imperative that the PSA office be contacted immediately to ensure that proper procedure is followed.

In such instances, the services of a mediator may be needed. This is a third party who seeks to bring about agreement by meeting with the parties jointly or singly to persuade them through suggestions and advice to

reach a common ground. It is likely that mediation will result in a settlement. Should it fail to do so, fact-finding will begin.

In reality, this is the final step a local organization might elect to consider and should be taken only after a searching review of the matters in question.

6.1 - **MEDIATION** - If the parties fail to agree on a contract by 90 days prior to the budget submission date, a mediator will automatically be assigned by PERC. This does not preclude a request for such assistance before that date.

6.1-1 - **NOTICE OF IMPASSE** - (see Appendix I) - The original and four copies of the Notice of Impasse should be filed with the Executive Director of PERC. Forms are available from the PSA office or from PERC, P.O. Box 2209, Trenton, New Jersey 08625.

6.1-2 - **MEDIATOR** - PERC will appoint a mediator if its investigation cannot be achieved through continued direct negotiations. The mediator will attempt to assist the parties to reach a voluntary agreement. (Both parties may request a particular individual who may be approved).

6.1-3 - **MEDIATOR'S REPORT** - The report will include: (A) dates, duration, and participants in meetings, (B) a brief description of unresolved issues prior to mediation, those resolved, and those still unsettled.

6.2 - **FACT-FINDING** - Either party or both may involve fact-finding by an original and four copies of the Request for Invocation of Fact-Finding with Recommendation for Settlement with PERC.

6.2-1 - **SELECTION PROCESS** - PERC will forward an identical list of three names to each party, permitting the elimination of one. The list must be returned within 3 days of its receipt, or PERC will assume all names to be acceptable.

6.2-2 - **FACT-FINDER** - PERC will appoint a fact-finder 60 days prior to the required budget submission date.

6.2-3 - **REPORT** - The fact-finder issues a report based on investigations, information secured from hearings, and other inquiry he deems necessary. The fact-finder may subpoena witnesses, compel attendance of the parties and others, administer oaths, take depositions and testimony under oath, and require any documents relative to the negotiations.

6.2-4 - **FINDINGS** - The findings and recommendation for settlement will be reported privately to each party and to PERC.

6.2-5 - **COST** - The fact-finder's charges will be paid by both parties equally. (PSA assumes the cost for all affiliated units).

6.3 - **ARBITRATION** - If the impasse is unresolved and the contract provides for submission to arbitration, an arbitrator will be appointed. Arbitration services are available through the American Arbitration Association or PERC. (see Appendix J for Sample form) Fact-finding is the terminal step in impasse resolution **if there is no agreement to arbitrate.** (PSA assumes arbitration costs for affiliates or American Arbitration Association units)

6.3-1 - **SELECTION PROCESS** - PERC or American Arbitration Association will issue an identical list of five names to each party, allowing 7 days to eliminate the names of two persons to whom there is no objection. The list, with names in preferential order, is returned to the arbitration agency. Contact PSA upon receipt of list of arbitrators for selection advice. Reports regarding their appraisal of the effectiveness of arbitrators with whom they contend are filed with the PSA office by field representatives and are invaluable in selecting preferred arbitrators to the parties.

6.3-2 - **ARBITRATOR** - A person who is found mutually acceptable to the parties is assigned by the Arbitration Agency.

6.3-3 - **SCOPE OF NEGOTIATIONS** - Either or both parties may file a Petition for Scope of Negotiations Determination with PERC to determine whether a matter under dispute is mandatorily negotiable or an illegal subject for negotiations under management prerogative. The petition must state the matter considered, its negotiability, and an explanation of the circumstances giving rise to the dispute. The original and five copies must be filed. (The services of the Association attorney should be utilized)

6.3-4 - **BRIEF FILING** - The petitioner will file the original and nine copies of his brief within seven days of filing the petition. The respondent has four subsequent days for the filing of his brief after which the petitioner is allowed five days to reply.

6.4 - **UNFAIR LABOR PRACTICES** - The Legislature has granted PERC authority to hear and decide unfair labor practice charges and issue affirmative remedial orders in seven areas:

(1) Interfering with, restraining, or coercing employees in exercise of rights guaranteed by this Act.

(2) Improper involvement in the formation of the bargaining representative. **For the employer** - this

includes dominating, interfering with the formation, existence or administration of any employee organization and **for the employee** - interfering with, restraining or coercing a public employer in the selection of his representative for the purpose of negotiations or the adjudication of grievances.

(3) Discriminating in regard to employment or tenure of employment or any term and condition of employment to encourage or discourage employees in the exercise of rights guaranteed by the Act.

(4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Act.

(5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment in that unit or refusing to process grievance presented by the majority representative.

(6) Refusing to reduce a negotiated agreement to writing and to sign such agreement.

(7) Violating any of the rules and regulations established by the Act. (see Appendix K for sample Unfair Practice Charge form)

GLOSSARY

ARBITRATION (Binding) - The parties submit their dispute to an impartial third party whose decision is final and must be accepted by both parties.

ARBITRATION (Advisory) - The decision of the impartial third party is not final and carries only a strong recommendation to the parties in the dispute.

BAD FAITH BARGAINING - It occurs when one party, seemingly at the moment before agreement, introduces proposals that appear, because of their timing and nature, to forestall accord.

CAUCUS - Procedure used when one party makes proposals not clearly acceptable or unacceptable to the other party. A recess is called to allow the other party to study the implications of the proposals and to effect the best response.

DIRECTOR OF UNFAIR PRACTICES - PERC official handling Unfair Practice charges.

FACT FINDING - A third party conducts a formal hearing to investigate, assemble, and report the facts in the dispute. Each side presents its case with supporting evidence. Upon completion of the hearing, the "fact finder" issues a public report with recommendations. Theoretically, the public is inclined to agree with the recommendations and will press both parties to accept the terms of the report.

GOOD FAITH BARGAINING - It implies a willingness to hear the opinions of the other party, to consider them in reaching a decision, and to negotiate areas of disagreement. It also implies "fairness" in assessing one's position, and it requires both parties to set reasonable times for meeting and discussion.

GRIEVANCE - A claim that harm or injury has been suffered by the interpretation, application, or violation of the terms of the agreement.

IMPASSE - A deadlock in the negotiations process where neither party will modify its position.

MEDIATION - An impartial third party helps the negotiators to settle a dispute through advice and suggestion. It is a voluntary process, and the decision is not binding on either party.

PERC - Public Employment Relations Commission

QUID PRO QUO - It indicates that something is given or received by one party in response to something given or received by the other party.

RECOGNITION - Written acceptance of employee group by the public employer as the sole bargaining agent for an employee group.

SUPERVISORY EMPLOYEES - Personnel having the power to hire, discharge, discipline, or to effectively recommend same, are supervisors under the act.

APPENDIX A

Sample Individual Authorization and Designation Card

I am a member of the . . . . . and I hereby authorize
(name of local association)

and designate this association, its agents or representatives, to act for me pursuant to Chapter 123 of the New Jersey Public Laws of 1974, as my sole and exclusive representative for collective negotiations concerning terms and conditions of employment including grievance procedures, and the negotiation of collective agreements and the resolution of disputes arising thereunder. I hereby revoke every other designation or authorization, if any, previously made by me for such purposes.

PLEASE PRINT

. . . . .	. . . . .	. . . . .
(date)	(signature)	(position)
. . . . .	. . . . .	. . . . .
(name)	(district)	(school)

Home Address: . . . . . .
(street) (municipality) (state) (zip code)

Telephone No.: . . . . . .
(home) (school)

APPENDIX B

Sample Individual Authorization and Designation Cards Notarized Statement

This is to certify that I have examined ..... Individual Authorization
(number)

and Designation Cards presented to me by the .....
(name of local administrators' & supervisors'

..... In comparing the signatures with the .....
association) (name of school district)

School District's list of administrative and/or supervisory personnel to be represented by

the ....., I find ..... % of the eligible
(name of the local association) (number)

administrative and/or supervisory personnel of the .....
(name of school district)

have authorized the .....
(name of the local administrators' & supervisors' association)

to represent them for the purpose of collective negotiations in accordance with the

provisions of Chapter 123 of the New Jersey Public Laws of 1974.

....
(date) (signature and title)

....
(date) (signature and title)

* * * * * * * * * * * * * * * * *

STATE OF NEW JERSEY)
:SS:
COUNTY OF)

I (we) ..... swear upon my (our)
(name and title of certifying person)

oath(s) (or affirm) that the foregoing statements are true.

.....
Signature of certifying person

APPENDIX C

CONSTITUTION

Article I. Name

The name of the organization shall be _____

_____

Article II. Purpose

Section A. To Maintain and continually seek to improve the quality of education for the children of _____

Section B. To encourage the professional staff toward self-improvement in educational practices.

Section C. To promote effective communication among and between teachers, administrators, the superintendent, the Board of Education, and the general public.

Section D. To maintain a relationship with _____ which will unite both organizations.

Section E. To act as an advisor to any individual or group whenever this service will enhance objectives which are in keeping with ethical, educational practices.

Section F. To negotiate agreements for authorized employees in accordance with Chapter 303, N.J. Public Laws of 1968.

Article III. Membership

All principals, assistant principals, teaching principals, supervisors, and directors of the _____ Schools are eligible to become members of this association.

Article IV. Officers

The officers of the association shall consist of a president, a president-elect, a secretary, and a treasurer.

Article V. Meetings

One regular meeting of the association shall take place each month on a day to be determined at the first meeting in September. Special meetings may be called by the president or by request of the majority of the membership.

Article VI. Amendments

Amendments to this constitution shall be introduced during any regular meeting, to be filed and acted upon at the next scheduled meeting.

BYLAWS

Article I. Officers: Election, Terms, Duties

Section A. All officers are to be elected by a majority vote of the membership. The election shall take place during the regular May meeting, and the term of office shall be one year, beginning June 1 and ending May 31.

Section B. The president shall preside at all meetings of the association and the executive committee; he shall appoint special committees not otherwise provided for; he shall serve as an ex-officio member of all standing or appointed committees. The president shall represent the association before the public and the profession, either personally or through his delegate.

Section C. The president-elect shall assume all the duties of the president in the absence of the president.

Section D. The secretary shall publish the minutes of all meetings of the association and the executive committee and shall mail a copy of the minutes to each member. He shall also keep a file of all correspondence, committee reports, and other pertinent written matter.

Section E. The treasurer shall collect all dues and deposit funds in the bank in the name of the association; he shall disburse funds as authorized by the executive committee; and he shall keep a record of all financial transactions.

Article II. Standing Committees

Section A. The **executive committee** shall consist of four elected officers plus as many additional members-at-large as are necessary to assure representation from all member groups. Members-at-large shall be appointed by the president immediately after the election at the regular May meeting. The executive committee shall act on general association business. The quorum for an executive meeting shall be three-fourths (75%) of the committee.

Section B. Negotiations committees shall be appointed by the president to negotiate agreements in accordance with Chapter 303, N.J. Public Laws of 1968.

1. The **negotiations committee** representing _____ members shall consist of the representative from each of the following elementary schools, junior high schools, senior high schools, and the supervisors/director group. The president shall be the representative of his level on the negotiations committee. One additional representative from each group shall be appointed to serve as an alternate.

2. The negotiations committee shall elect a chairman from those members of the committee who were appointed by the president.

Article III. Meetings

Section A. One regular meeting shall be held each month at a time to be determined at the regular September meeting. Said schedule shall remain in effect from October 1 through September 30.

Section B. Robert's Rules of Order (Revised) shall be the authority on all questions of procedure not specifically stated in the constitution and bylaws.

Section C. All meetings may be attended by personnel other than _____ members by invitation of the executive committee.

Section D. The quorum for regular or special meetings shall by 51% of the membership.

Article IV. **Dues and Budget**

Section A. Dues shall be determined annually at the regular meeting in June by a majority vote of the membership.

Section B. In the event of the necessity for additional funds, each member may be assessed a predetermined sum by a three-fourths (75%) vote of the membership.

Section C. The treasurer shall submit at the May meeting a statement of income and expenditures for the preceding year.

Article V. **Membership Qualifications**

The payment of dues and the submission of an **Authorization and Designation** card by those eligible for membership shall be required for active membership. All dues shall be paid by December 31.

Article VI. **Amendments**

Amendments to the constitution and bylaws shall be enacted at a regular meeting by a three-fourths (75%) vote of the members, provided that the proposed amendment shall have been presented in writing at the previous regular meeting.

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT

CHAPTER 123, LAWS OF 1974

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey: Title amended.

1. The title of chapter 100 of the laws of 1941 is amended to read as follows: An act concerning employer-employee relations in public and private employment, creating a board of mediation, a public employment relations commission and prescribing their functions, powers and duties. . . . .

C. 34:13A-2 Policy declaration.

2. It is hereby declared as the public policy of this State that the best interests of the people of the State are served by the prevention or prompt settlement of labor disputes, . . .

C. 34:13A-3 Definitions.

3. When used in this act:

(a) The term "board" shall mean New Jersey State Board of Mediation.

(b) The term "commission" shall mean New Jersey Public Employment Relations Commission.

(c) The term "**employer**" includes an employer and any person acting, directly or indirectly, on behalf of or in the interest of an employer with the employer's knowledge or ratification, but a labor organization, or any officer or agent thereof, shall be considered an employer only with respect to individuals employed by such organization. This term shall include "public employers" and shall mean the State of New Jersey, or the several counties and municipalities thereof, or any other political subdivision of the State, or a school district, or any special district, or any authority, commission, or board, or any branch or agency of the public service.

(d) The term "**employee**" shall include any employee, and shall not be limited to the employees of a particular employer unless this act, explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of or in connection with any current labor dispute or because of any unfair labor practice and who has not obtained any other regular and substantially equivalent employment. This term, however, shall not include any individual taking the place of any employee whose work has ceased as aforesaid, . . . This term shall include any public employee, i.e. any person holding a position, by appointment or contract, or employment in the service of a public employer, except elected officials heads and deputy heads of departments and agencies, and members of boards and commissions, provided that in any school district this shall exclude only the superintendent of schools or other chief administrator of the district.

(e) The term "**representative**" is not limited to individuals but shall include labor organizations, and individual representatives need not themselves be employed by, and the labor organization serving as a representative need not be limited in membership to the employees of, the employer whose employees are represented. This term shall include any organization, agency or person authorized or designated by a public employer, public employee, group of public employees, or public employee association to act on its behalf and represent it or them. . . .

C. 34:13A-5.2 Public Employment Relations Commission; establishment, powers and duties, membership appointment, qualifications, chairman, terms, vacancies, compensation and reimbursement. This commission shall make policy and establish rules and regulations concerning employer-employee relations in public employment relating to dispute settlement, grievance procedures and administration including enforcement or statutory provisions concerning representative elections and related matters. The commission shall consist of 7 members to be appointed by the Governor, by and with the advice and consent of the Senate. Of such members, 2 shall be representative of public employers, 2 shall be representative of public employee organizations and 3 shall be representative of the public including the appointee who is designated as chairman. . . .

C. 34:13A-5.8 Public employees' organizations; authorization, membership, representation, written agreements, grievance procedures.

7. Except as herinafter provided, **public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity; provided, however, that this right shall not extend to any managerial executive except in a school district the term managerial executive shall mean the superintendent of schools or his equivalent, nor, except where established practice, prior agreement or special circumstances, dictate the contrary, shall any supervisor having the power to hire, discharge, discipline, or to effectively recommend the same, have the right to be represented in collective negotiations by an employee organization that admits nonsupervisory personnel to membership**, and the fact that any organization has such supervisory employees as members shall not deny the right of that organization to represent the appropriate unit in collective negotiations; . . .

The negotiating unit shall be defined with due regard for the community of interest among the em-employees concerned, but the commission shall not intervene in matters of recognition and unit definition except in the event of a dispute.

Representatives designated or selected by public employees for the purposes of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by this act shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herin shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing views and requests of its members in such unit so long as (a) the majority representative is informed of the meeting; (b) any changes or modifications in terms and conditions of employment are made only through negotiation with the majority representative; and (c) a minority organization shall not present or process grievances. . .

When no majority representative has been selected as the bargaining agent for the unit of which an individual employee is a part, he may present his own grievance either personally or through an appropriate representative or an organization of which he is a member and have such grievance adjusted.

A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes.

8. Section 6 of P.L. 1941, chapter 100 (C. 34:13A-6) is amended to read as follows:

C. 34:13A-6 Powers and duties.

6. (a) Upon its own motion, in an existing, imminent or threatened labor dispute in private employment, the board, through the Division of Private Employment Dispute Settlement, **may, and, upon the request of the parties or either party to the dispute, must take such steps as it may deem expedient to effect a voluntary, amicable and expeditious adjustment and settlement of the differences and issues between employer and employees which have precipitated or culminated in or threaten to precipitate or culminate in such labor dispute.**

(b) Whenever negotiations between a public employer and an exclusive representative concerning the terms and conditions of employment shall reach an **impasse**, the commission, through the Division of Public Employment Relations shall, upon the request of either party, take such **steps as it may deem expedient to effect a voluntary resolution of the impasse.** In the event of a failure to resolve the impasse by mediation the Division of Public Employment Relations is empowered to recommend or invoke fact-finding with recommendations for settlement, the cost of which shall be borne by the parties equally.

(c) The board in private employment, through the Division of Private Employment Dispute Settlement, and the commission in public employment, through the Division of Public Employment Relations, shall take the following steps to avoid or terminate labor disputes: (1) to arrange for, hold, adjourn or reconvene a conference or conferences between the disputants or one or more of their representatives of any of them; (2) to invite the disputants or their representatives or any of them to attend such conference and submit, either orally or in writting, the grievances of and differences between the disputants; (3) to discuss such grievances and differences with the disputants and their representatives; and (4) to assist in negotiating and drafting agreements for the adjustment in settlement of such grievances and differences and for the termination or avoidance, as the case may be, of the existing or threatened labor dispute.

(d) The commission, through the Division of Public Employment Relations, is hereby empowered to resolve questions concerning representation of public employees by conducting a secret ballot election or utilizing any other appropriate and suitable method designed to ascertain the free choice of the employees. The division shall decide in each instance which unit of employees is appropriate for collective negotiation, provided that, except where dictated by established practice, prior agreement, or special circumstances, no unit shall be appropriate which includes (1) both supervisors and nonsupervisors, (2) both professional and nonprofessional employees unless a majority of such professional employees vote for inclusion in such unit. . . .

(e) For the purposes of this section the Division of Public Employment Relations shall have the authority and power to hold hearings, subpoena witnesses, compel their attendance, administer oaths, take the testimony or deposition of any person under oath, and in connection therewith, to issue subpoenas duces tecum, and to require the production and examination of any governmental or other books or papers, relating to any matter described above.

Sample First Letter to the Local Board of Education

Heading

Inside Address

Dear Members of the Board:

As you are aware, Chapter 123, Public Laws of 1974, requires New Jersey school districts as a matter of law to negotiate with representatives of their employees concerning terms and conditions of employment.

The ..... represents
(name of local administrators' and supervisors' association)

a majority of all the administrators and/or supervisors employed by the .....
(district's

..... School District in the following positions: (list positions)
name)

Individual authorization and designation Cards have been signed by these persons as evidenced by the "Individual Authorization and Designation Cards Notarized Statement" enclosed. Therefore, we respectfully request that the Board recognize our professional association as the exclusive representative of the above unit of administrators and/or supervisors for professional collective negotiations. Please arrange to meet with our representatives for the purpose of working out the provisions of a written agreement concerning terms and conditions of professional employment and grievance procedures.

Your early response to our request is anticipated in order that we can begin negotiations within a reasonable period of time.

Thank you for your cooperation.

Very truly yours,

.....
(President)

Sample Second Letter to the Board of Education

Heading

Inside Address

Dear Members of the Board:

On . . . . . we wrote to you with a copy of our letter given to the Superintendent of Schools, requesting that the Board recognize the . . . . . (name of . . . . . as the exclusive negotiations local administrators' and supervisors' association) representative of certain administrators and supervisors in our school system in order to begin collective negotiations with your representatives regarding a written agreement covering terms and conditions of employment and grievance procedures.

To date we have not received your response. We are certain that you understand that Chapter 123, Public Laws of 1974, requires all New Jersey school districts to negotiate in good faith with the representatives designated by a majority of certain of its administrative and supervisory employees as well as other employees. The law provides various remedies for a failure or refusal on the part of a school board to discharge its legal obligation.

We are hopeful that you will communicate with us in writing in the next ten days granting our request. It is not our desire to take this matter to the Public Employment Relations Commission to seek the legal remedies for the Board's failure or refusal to discharge its legal obligation unless your failure to communicate makes it absolutely certain that you have no intention of fulfilling this obligation.

Very truly yours,

. . . . . (President)

PERC-1 (R-2-72)

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

PETITION

INSTRUCTIONS. – Submit an original and 4 copies of the Petition to the Executive Director of the Commission. Copies shall be served simultaneously on all known interested parties and proof of such service shall be furnished to the Executive Director. If more space is required for any item, attach additional sheets, numbering item accordingly.	DO NOT WRITE IN THIS SPACE DOCKET NO. DATE FILED

The Petitioner alleges that the following circumstances exist and requests that the Commission proceed under Chapter 303, Laws of 1968 and the Commission's Rules and Regulations.

1. Purpose of this Petition
(Check one)

☐ RO – CERTIFICATION OF PUBLIC EMPLOYEE REPRESENTATIVE – A substantial number of public employees wish to be represented for purposes of collective negotiations by Petitioner and Petitioner desires to be certified as majority representative of the employees.

☐ RE – CERTIFICATION OF PUBLIC EMPLOYEE REPRESENTATIVE (PUBLIC EMPLOYER PETITION) – One or more public employees, group of public employees, individuals or employee organizations has presented a claim to Petitioner to be recognized or continue to be recognized as the majority representative of employees of Petitioner and Petitioner has a good faith doubt concerning the majority representative of its employees.

☐ RD – DECERTIFICATION OF PUBLIC EMPLOYEE REPRESENTATIVE – A substantial number of public employees asserts that the certified or currently recognized negotiating representative no longer represents a majority of the employees in the collective negotiation unit. Petitioner does not desire to have any majority representative.

☐ CU – CLARIFICATION OF UNIT – An employee organization is currently certified or recognized by public employer, but Petitioner seeks clarification of the negotiating unit: *(Check one)* ☐ Not previously certified
☐ Previously certified in Docket No. _____

Attach statement describing exclusions and/or inclusions sought.

☐ AC – AMENDMENT OF CERTIFICATION – Petitioner seeks amendment of certification issued in Docket No. _____
Attach statement describing the specific amendment sought.

2. NAME OF PUBLIC EMPLOYER	PERSON TO CONTACT, TITLE	PHONE NO.

3. ADDRESS OF PUBLIC EMPLOYER *(Street and number, City, State and ZIP Code)*

4. LOCATION OF FACILITY INVOLVED *(Street and number, City, State and ZIP Code)*

5a. TYPE OF FACILITY *(Hospital, School, etc.)*	5b. IDENTIFY PRINCIPAL SERVICE

6. DESCRIPTION OF THE COLLECTIVE NEGOTIATING UNIT CLAIMED TO BE APPROPRIATE FOR THE PURPOSE OF EXCLUSIVE REPRESENTATION.
(Applicable only in RO, RE and RD)

Included

Excluded

7a. Approximate number of employees in the unit claimed to be appropriate
Present _____
Proposed by CU _____

7b. Is this Petition supported by 30% or more of the employees in the unit?*
☐ YES ☐ NO
Not applicable in RE, CU and AC

(If you have checked box RO or RE in 1 above, check and complete EITHER Item 8a or 8b whichever is applicable.)

(Continued on reverse side)

8a. ☐ Request for recognition as Majority Representative was made on ..... and Public Employer
(Month, Day, Year)

declined recognition on or about ..... *(If no reply, so state.)*
(Month, Day, Year)

8b. ☐ Petitioner is currently recognized as Majority Representative and desires certification under the Act.

9. Recognized or Certified Majority Representative, if known to the petitioner *(If there is none, so state.)*

NAME	AFFILIATION
ADDRESS	DATE OF RECOGNITION OR CERTIFICATION

10. Date of expiration of current contract, if any, if known to the petitioner *(Show month, day and year.)* If none, so state.

11. Employee Organizations other than petitioner (and other than named in Item 9) which have claimed to represent any of the employees in the unit set forth in Item 6 above, if known to the petitioner. *(If none, so state.)*

NAME	AFFILIATION	ADDRESS	PHONE NO.	DATE OF CLAIM (Required only if Petition is filed by Public Employer.)

.....
(Official name of Petitioner and Affiliation, if any)

Address ....
(Street and Number, City, State and ZIP Code) *(Telephone Number)*

I declare that I have read the above petition and that the statements herein are true to the best of my knowledge and belief.

By ....
(Signature of Representative or Person Filing Petition) *(Title, if any)*

Address ....
(Street and Number, City, State and ZIP Code) *(Telephone Number)* *(Date)*

APPENDIX H

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTIFICATION OF INTENTION TO COMMENCE NEGOTIATIONS

DO NOT WRITE IN THIS SPACE
DOCKET NO.
DATE FILED

In accordance with N.J.A.C. 19:12-2.1 (a), parties to a collective negotiations agreement shall commence negotiations for a successor agreement, or in a case of an agreed reopener provision, shall commence negotiations pursuant to such reopener provision no later than 120 days prior to the public employer's required budget submission date. As of the date of this Notice, the below-named party seeking to initiate negotiations pursuant to N.J.A.C. 19:12-2.1 (a), hereby notifies the Public Employment Relations Commission in accordance with N.J.A.C. 19:12-2.1 (b), that it has notified the other party in writing of its intention to commence negotiations no later than 15 days prior to the commencement date of negotiations required by this Section or any alternate commencement date agreed to by the parties. The filing of this Notice on the other party with simultaneous filing to the Commission shall satisfy the notification requirements of the Commission's Rules and Regulations.

1a. Name of Public Employer who is a party to the collective negotiations:	1b. Representative to contact & title:	1c. Phone No.
1d. Address (Street & Number, City, State & Zip Code):		
2a. Name of Exclusive Representative:	2b. Representative to contact & title:	2c. Phone No.
2d. Address (Street & Number, City, State & Zip Code):		

(Continued on reverse side)

3a. Description of the collective negotiations unit: Included: Excluded:	3b. Approximate number of employees in the unit:

4. This notification has been filed on behalf of:
Employee Representative _____ Public Employer _____

5. Termination date of current agreement or effective date of terms subject to reopener provision. (Show month, day & year). If no agreement, so state:

6. Required budget submission date of the public employer:

_____
(Filing party seeking to initiate negotiations)

By: _____
(Signature of Representative)

Telephone No. _____ Date: _____

PERC 31 (R-7/77)

PERC-2 (R-2-76)

APPENDIX I

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE OF IMPASSE

INSTRUCTIONS: File an original and 4 copies of this notice with the Commission. If more space is required for any item, attach additional sheets, numbering item accordingly.	DO NOT WRITE IN THIS SPACE Docket No. Date Filed

As of the date of this notice the public employer and the certified or recognized employee organization have failed to achieve an agreement through direct negotiations and an impasse exists concerning the terms and conditions of employment of the employees in the negotiating unit. It is requested that a mediator be assigned in accordance with the New Jersey Employer-Employee Relations Act as amended, and the Commission's Rules and Regulations.

1a. Name of Public Employer who is a party to the collective negotiations	1b. Representative to contact and title	1c. Phone No.
1d. Address *(Street and Number, City, State and ZIP Code)*		
2a. Name of Exclusive Employee Representative	2b. Representative to contact and title	2c. Phone No.
2d. Address *(Street and Number, City, State and ZIP Code)*		
3a. Description of the collective negotiation unit. Included Excluded		3b. Approximate number of employees in the unit

4. Dates and duration of negotiation sessions.

5. Termination date of the current agreement, if any. *(Show month, day and year.)* If none, so state	6. Last date, if any, for the submission of the budget. *(If none, so state.)*

7. Set forth in detail the facts giving rise to the request.

a. List principal items in dispute.

b. List principal items not yet discussed.

c. Provide additional information which may be helpful. *(including all other issues in dispute)*

(If request is joint, the signature of a representative of each party is required.)

(Requesting Party and Affiliation, if any)	*(Requesting Party and Affiliation, if any)*
By _____ *(Signature of Representative)*	By _____ *(Signature of Representative)*
Telephone No. _____ Date _____	Telephone No. _____ Date _____

APPENDIX J

PERC-4 (R-3/75)

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

REQUEST FOR SUBMISSION OF A PANEL OF ARBITRATORS

INSTRUCTIONS: File an original and 4 copies of this request, together with a copy of the arbitration provisions of the parties' agreement, with the Commission. If more space is required for any item, attach additional sheets, numbering items as appropriate.	DO NOT WRITE IN THIS SPACE Docket No.: Date Filed:

As of the date of this request the public employer and the certified or recognized employee organization have failed to achieve an agreement concerning the grievance noted herein. It is requested that an arbitrator be appointed in accordance with the Commission's Rules and Regulations.

1a. Name of Public Employer who is a party to the contract	1b. Representative to contact & title	1c. Phone No.
1d. Address (Street and Number, City, State and ZIP Code)		
2a. Name of Exclusive Representative	2b. Representative to contact & title	2c. Phone No.
2d. Address (Street and Number, City, State and ZIP Code)		

3. Is this a joint request? [ ] Yes [ ] No

(Continued on reverse side)

4. Statement identifying grievance(s) to be arbitrated:

A COPY OF THE ARBITRATION PROVISIONS OF THE PARTIES'AGREEMENT MUST ACCOMPANY THIS REQUEST. (N.J.A.C. 19:12-5.2)

(Requesting Party and Affiliation, if any)

By_____

Title_____

Date_____

(Requesting Party and Affiliation, if any)

By_____

Title_____

Date_____

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

UNFAIR PRACTICE CHARGE

INSTRUCTIONS: File an original and 4 copies of this charge with the Public Employment Relations Commission, together with proof of the simultaneous service of a copy of the charge upon the respondent(s). NOTE: The charging party shall have the burden of proffering sufficient evidence to support a prima facie finding of unfair practice.

DO NOT WRITE IN THIS SPACE
DOCKET NO.
DATE FILED

1 CHARGING PARTY

a Full Name *(If employee organization, give full name, including local name and number)*

b Address *(Street and Number, City, State and ZIP Code)*

c. Telephone Number:

d Name and Title of the Representative filing charge:

e. Telephone Number:

f. County:

2 PUBLIC EMPLOYER AND/OR EMPLOYEE ORGANIZATION AGAINST WHOM CHARGE IS MADE

a Full Name *(If employee organization, give full name, including local name and number)*

b Address *(Street and Number, City, State and ZIP Code)*:

c. Telephone Number:

d Name and Title of Representative to contact:

e. Telephone Number:

f. County:

3 STATEMENT OF CHARGE

a Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the charging party hereby alleges that the above-named respondent(s) has (have) engaged or is (are) engaging in an unfair practice within the meaning of N.J.S.A. 34:13A-5.4(a), subsection(s) _____ *(list subsections)* and/or N.J.S.A. 34:13A-5.4(b), subsection(s) _____ *(list subsections)*, in that: *(Provide a clear and concise statement of the facts constituting the alleged unfair practice, including, where known, the time and place of occurrence of the particular acts alleged and the names of respondent's agents or other representatives by whom committed. Use reverse side and additional sheets, if necessary.)*

(Indicate whether additional sheets are attached)

(Continued on reverse side)

BEST COPY AVAILABLE

4. Has a Notice of Impasse, Petition for Scope of Negotiations Determination, or Representation Petition been recently filed or filed simultaneously with this charge? Yes ☐ No ☐ If yes, indicate date(s) filed and docket number(s) assigned, if available.

5. OATH OR CERTIFICATION (Complete one)

STATE OF NEW JERSEY)
COUNTY OF)
ss.

_____ of full age, having been duly sworn according to law, upon his/her oath deposes and says, that he/she is the charging party above named, or its representative, and that he/she has read the above charge and is familiar with its contents, and that the facts alleged therein are true to the best of his/her knowledge and belief.

_____
Signature

_____
Title

Sworn and subscribed to before me this _____

day of _____, 19_____.

I am the charging party above named, or its representative, and I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____
Signature

_____
Title

_____
Date

BEST COPY AVAILABLE

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